

Master Agreement - E194 - 1357

Title: **Microscopes and Accessories**

Effective Begin Date: **1/1/2012**

Expiration Date: **12/31/2013**

Contract Officer

Mary L. Hicks-Coston, VCO

Phone: (804-786-4068)

Email: mary.coston@dgs.virginia.gov

Authorized Departments

Department: **All State Agencies and Public Bodies**

Vendor Information

Legal Name: **Hitachi High Technologies America**

Location Legal Name: **5100 Franklin Drive**

Pleasanton, CA 94588

Contact Phone: **(800) 548-9001**

Contact Name: **Elyn Seamon**

Contact Email: eyln.seaman@hitachi.hta.com

Vendor eVA ID #: **E73202**

FAX: (800) 488-6351

Date Of Price List: **2011**

Minimum Order Amount: **\$100.00**

Maximum Order Amount: **\$0.00**

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date
1	1	Years	1/1/2014	12/31/2014
2	1	Years	1/1/2015	12/31/2015
3	1	Years	1/1/2016	12/31/2016

Lines

Line: 1Line Type: **Item**NIGP Code: **49058**

Discount %: Ref Pricing Schedule

Description: **Microscopes and Accessories for the
approved brand of Hitachi**Commodity Ref Line: **19**Commodity Award Line: **19**Unit: **each**Line Total: **\$0.00**Catalog: **2011**Free On Board Name: **FOB Destination-Freight Prepaid
on orders \$100.00 and over**

INSTRUCTIONS

I. **ORDERS:**

1. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA. Orders will be placed through eVA to the maximum extent possible.
2. The applicable contract number, vendor's eVA Identification number, and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, localities, county, town, or political subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Vendor Complaint forms (DGS-41-024 Rev. 06-2008), by which to facilitate the notification to the Contractor and Division of Purchases and Supply of complaints, are available from the Division of Purchases and Supply (804) 786-8873.
5. **Minimum Order:** Orders will be F. O. B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00 the contractor will be permitted to add the actual transportation cost prepaid and added (PPD&ADD) to invoice for payment or the agency may purchase such products off contract from other sources. Partial shipments of less than minimum order value, which are made at the option of the contractor, shall be made F.O.B. Destination with no transportation charges added to the invoice. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation to invoice for payment.

- II. **RENEWAL OF CONTRACT:** THE INITIAL TERM OF THE CONTRACT WILL BE FOR TWO YEARS BEGINNING APPROXIMATELY JANUARY 1, 2012 through DECEMBER 31, 2013. Thereafter, the contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one-year periods, under the terms of the then current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

- III. **MINIMUM ORDER:** Orders will be F. O. B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00 the contractor will be permitted to add the actual transportation cost prepaid and added (PPD&ADD) to invoice for payment or the agency may purchase such products off contract from other sources. Partial shipments of less than minimum order value, which are made at the option of the contractor, shall be made F.O.B. Destination with no transportation charges added to the invoice. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation to invoice for payment.

- IV. **CONTRACT PRICES:** Contract price shall be in the form of a fixed percentage of discounts off (discount shall include all other applicable charges F.O.B Destination for orders meeting the minimum order criteria) the most recent manufacturer's published price list that has been approved and incorporated as part of the Contract. The manufacturers published price lists are subject to change at any time; however; price escalations are only permitted at the end of each 365-day period effective annually at the time of renewal, and only where verified to the satisfaction of the Contracting Officer. Agencies purchase orders placed before price increase is authorized shall be delivered at the purchase order price. The percentage discount will remain the same throughout the term of the Contract, to include all renewals, and shall apply to any new product (s) (microscopes and accessories), which may be introduced and added to the manufacturer's product line. Public bodies will apply the fixed discount to the manufacturer's approved published price list in effect that has been incorporated as part of the Contract by the Contracting Officer, at the time the order is placed. However, should the price decrease between receipt of the order, and shipment of the product, the Contractor shall invoice at the new lowest discounted price. Price increases after placement of order will not be accepted.

- V. **PRICE ESCALATION/DE-ESCALATION:** Price increases against the Manufacturers Published Price List will not be authorized for 365 calendar days after the effective date of the contract award. Price escalations may be permitted only at the end of this period, on an annual basis during the term of the Contract, and only where verified to the satisfaction of the purchasing officer

Contractor shall give not less than 30 days advance notice of any price increase to the Contracting Officer. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase, which will:

- (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and
- (2) verify the amount or percentage of increase, which is being passed on to the contractor by the contractor's suppliers.

The Contracting Officer will notify the using agencies and Contractor in writing of the effective date of any increase, which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases, which affect the cost of materials, be required to be communicated immediately to the purchasing office.

- VI. **RETURN:** Returns or exchanges for credit may be accomplished by ordering agencies consistent with the contractor's published return goods policy. Agency must contact the Contract for instructions for returns, prior to returning product for service or warranty repair.
- VII. **DELIVERY:** All orders should be delivered to the ordering agency within 30 - 45 calendar days after receipt of order. Actual delivery shall be stated on written quote to using agency.
- VIII. **EQUIPMENT:**

- A. **REPLACEMENTS, SUBSTITUTION & OBSOLETE ITEMS:** Substitution of a product, brand or manufacturer is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth at its discretion may require the contractor to provide a substitute item of equal quality, subject to the approval by the Contract Officer, at the same percentage of discount price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

Upon notification by the manufacturer to the Contractor, stating that a product is being discontinued, the Contractor must contact the Contract Officer in writing for verification and consideration. Any obsolete or discounted items must have written approval from the Contract Officer prior to making the product available to the end-users. Upon written approval from the Contract Officer, the new product(s) as a direct or similar replacement may be offered by the Contractor to all agencies and end users.

The new Published Price List that contains the new products will be incorporated at the time of renewal annually. The Contractor must offer the same percentage of discount based on the contract award for all replacements for obsolete/discontinued items or product. Approval is contingent upon compliance with the following conditions:

- a. The Contractor requests approval in writing to the Contract Officer.
- b. The replacement microscopes and accessories offer the same or greater specifications than the product being replaced. The replacement machine shall meet or exceed all performance level minimum specifications including accessories.
- c. The replacement microscopes and accessories must be offered at the same percentage of the contracted discounts.

- B. The Contract(s) lists approved manufacturer's microscopes and all associated accessories listed

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on each Manufacturer's Published Price List that meets the requirements of the Contract. The Contract will include the manufacturer's entire product line of microscopes and associated accessories, which includes; but not limited to warranty, and repair services. **All third party products that may be listed on the Manufacturer's Published Price List shall be excluded from the discount schedule.**

- IX. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one-year (1) following date of delivery. Should the owner note any defect, the Purchasing Officer will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated.

If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price. The Contractor agrees that the supplies or services furnished under any resulting Contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.

- X. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- XI. **CANCELLATION OF CONTRACT:** The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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PRICING SCHEDULE
Microscopes & Accessories
January 1, 2012

ITEM NO.	APPROVED BRANDS	PERCENT DISCOUNT ORDER VALUE RANGES			DATE OF PRICE LIST
		Under \$5,000	\$5,000 to \$30,000	Over \$30,000	
1.	<u>Leica</u> Educational/Biological Type	001 20%	001 22%	001 28%	See Vendor Pg.
2.	<u>Nikon</u>	002 5%	002 5%	002 5%	See Vendor Pg.
3.	<u>Olympus</u>	003 8%	003 8%	003 8%	See Vendor Pg.
4.	<u>Omega</u>	004 10%	004 15%	004 20%	See Vendor Pg.
5.	<u>Swift</u>	001 29%	001 30%	001 31%	See Vendor Pg.
7.	<u>Zeiss</u>	005 3.5%	005 3.5%	005 3.5%	See Vendor Pg.
8.	<u>Unitron</u>	001 20%	001 22%	001 24%	See Vendor Pg.
9.	<u>Parco</u>	006 10%	006 15%	006 18%	See Vendor Pg.
10.	<u>National</u>	001 32%	001 34%	001 36%	See Vendor Pg.
12.	<u>Meiji Techno</u>	007 30%	007 32%	007 35%	See Vendor Pg.
13.	<u>Motic</u>	007 20%	007 20%	007 20%	See Vendor Pg.
14.	<u>Leica</u> <u>Scientific/Industrial</u>	008 4%	008 4%	008 4%	See Vendor Pg.
15.	<u>Accu-Scope</u>	001 20%	001 23%	001 25%	See Vendor Pg.
19.	<u>Hitachi High Technologies</u> <u>America</u>	009 5%	009 10%	009 12.5%	See Vendor Pg.

See Vendor Information page below for Vendor Cross Reference Numbers listed in blue above for percentages.

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<u>VENDOR REF. NO.</u>	<u>eVA Vendor ID #</u>	<u>VENDOR NAME/ADDRESS</u>	<u>TELEPHONE</u>
009	E73202	Hitachi High Technologies 5100 Franklin Drive Pleasanton, CA 94588 Elyn Seamon Email: eyln.seaman@hitachi.hta.com DATE OF PRICE LIST: 2011 (Hitachi) Individual Contract # MA E194-1357	PHONE: (800) 548-9001 FAX: (301) 990-0472

Commodity Information

Awarded Brand – Hitachi
Call Vendor for May 1, 2011 Catalog or
locate current pricing in the Email section of eVA,
the Commonwealth of Virginia's eProcurement System.